

STATE OF MICHIGAN
BIDDING REQUIREMENTS

All bid proposals submitted to the State of Michigan (the "State") are subject to the following requirements:

1. Offers will be considered only if submitted in a sealed envelope and on the required form of Offer to Purchase Real Property ("Offer") and the required Bid Proposal Form, as provided, and if one properly executed original of such Offer and Bid Proposal and one photocopy of each are in the possession of the State of Michigan, Department of Management and Budget, Tenant and Land Services, Attn: Thomas F. Saxton, whose mailing address is Department of Management and Budget, Office of Tenant and Land Services, P.O. Box 30026, Lansing, Michigan 48909 and whose delivery address is Department of Management and Budget, Tenant and Land Services, Cass Building, First Floor, 320 S. Walnut Street, Lansing, Michigan 48933, by 10:00 a.m. on Wednesday, June 25, 2003.
2. Offers must be submitted by the date and hour specified in the Invitation to Bid. No late Offers, facsimile, or telephone bids will be accepted. The State does not guarantee delivery of your bid to us by the deadline. Be advised to use the appropriate postage and any certification, if necessary. Please be sure to carefully review all enclosed documents before submitting your offer. Corrections and/or modifications received after the due date and time specified will not be accepted.
3. The winning offer made to the State shall be irrevocable until 5:00 p.m., September 30, 2003. The successful respondent (the "Buyer") will enter into a purchase agreement with the State in the form supplied, the Offer. The Buyer shall provide cash at closing and shall close no later than September 30, 2003.
4. The Property is being sold in accordance with the competitive sealed bid provisions set forth in Section 9(2)(a) of Public Act 6 of 2002.
5. An earnest money deposit in the form of a cashier's check payable to the State in the amount of Three Million Dollars (\$3,000,000) (the "Earnest Money") shall be submitted with the Offer as security. The Earnest Money of the Buyer will be deposited by the State in a State account and will be applied at closing as a credit against the purchase price. All bidders must agree that, as a condition of submitting a bid, One Hundred Thousand Dollars (\$100,000) of the winning bidder's Earnest Money will be immediately non-refundable, and the winning bidder will not under any circumstances be entitled to a refund of such \$100,000. Following the opening of the bids, the Buyer shall have seventy-five (75) days to conduct investigations and other due diligence inquiries. If during such 75-day period, the Buyer is not reasonably satisfied with the results of such

investigations and due diligence inquiries, the Buyer may cancel the Offer to Purchase Real Property, in which event the Buyer will be entitled to a return of \$2,900,000 of the Earnest Money.

The Earnest Money submitted by all other bidders will be returned by certified mail, return receipt requested, and will be placed in the mail not later than five business days after bid opening.

6. Offers signed by persons on behalf of entities, other than for a natural person, must be accompanied by documents evidencing authority as follows:
 - a. Offers submitted by corporations or limited liability companies shall be signed by two officers with authority to bind the corporation or limited liability company and shall be accompanied by certified copies of resolutions authorizing such offer and persons signing the offer, current certificates of good standing, by-laws and operating agreements.
 - b. Offers submitted by municipalities or municipal entities shall be signed by two officers with authority to bind the municipality or the municipal entity accompanied by a certified resolution authorizing the offer and persons signing the offer.
 - c. Offers submitted by partnerships shall be signed by the authorized partner and shall be accompanied by a certified copy of the partnership certificate on file with the appropriate county clerk and by a true copy of the partnership agreement and any amendments in effect as of the date of Offer submission.
 - d. Offers submitted by persons doing business under an assumed name shall be accompanied by a certified copy of an assumed name certificate on file with the appropriate county clerk.
 - e. A signature by one natural person on behalf of another natural person shall be accompanied by a power of attorney which would be fully effective on the date of signature and irrevocable thereafter and which would authorize such action with regard to this specific transaction.
7. The State reserves the right to waive any irregularity or defect in any offer if in its sole discretion to do so would be in the best interest of the State.
8. The State reserves the right to reject any or all offers if in its sole discretion to do so would be in the best interest of the State.
9. Persons entering upon the property that is the subject of the Offer will be required to execute the provided "Release of Liability" acknowledging and releasing the State, including all departments, agencies, boards, employees and/or any tenants from any liability which may result from such inspection. Please submit the document prior to inspection to:

State of Michigan
Department of Management and Budget
Tenant and Land Services
1st Floor Cass Building
320 S. Walnut Street
Lansing, Michigan 48933
Attn: Thomas F. Saxton

10. Except as expressly stated in the bid package documents, the State makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered or made available by Seller to respondent in connection with the transaction contemplated thereby.
11. Offers and all information requested of the respondent shall be entered in the appropriate space on the provided Bid Proposal form and signature page. Failure to do so may disqualify the Offer.
12. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of a proposal. The person signing the proposal shall initial corrections in ink.
13. The Property is sold as is.
14. The State will not accept any bid contingent on revisions to local zoning ordinances.
15. The State of Michigan assumes no responsibility or liability for costs incurred by any bidder in responding to the bid or incurred by the Buyer during the inspection period.